

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5	<b>Page</b> 1 of 41
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE20-00-R-0169		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2000OCT12	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAW-A ROCK ISLAND IL 61299-7630			<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 2000NOV16 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> NANCY MONIKE <b>E-mail address:</b> MONIKEN@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> 782-4900
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**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0169      <b>MOD/AMD</b></p>	<p align="center"><b>Page 2 of 41</b></p>
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1      HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p>		

(AA7020)

A-2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ol style="list-style-type: none"> <li>1. has inappropriate requirements; or</li> <li>2. needs streamlining; or</li> <li>3. should be changed</li> </ol> <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p>			

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
 AMSTA-CM-CR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3223  
 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

Name of Offeror or Contractor:

A-3

52.210-4500

NOTICE OF PHOSPHATE COATING REQUIREMENT

MAR/1988

TACOM-RI

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

A-4

52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-5

52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI

SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD			

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$

CLIN PRICE \$

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CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_  
CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_

(End of clause)

(AS7008)

A-6                      52.215-4503                      NOTICE TO OFFERORS - ELECTRONIC BID/OFFER    RESPONSE REQUIRED                      APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-7                      52.233-4503                      AMC-LEVEL PROTEST PROGRAM                      JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

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**Name of Offeror or Contractor:**

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-8                      52.243-4510                      DIRECT VENDOR DELIVERY                      JAN/1999  
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

A-9                      52.246-4538                      CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2                      JUN/1998  
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. THIS SOLICITATION IS FOR THE PROCUREMENT OF THE SEAT ASSEMBLY, SEAT PAN ASSEMBLY, AND THE SUPPORT PLATFORM. THIS SOLICITATION WILL RESULT IN THE COMPETITIVE AWARD OF A BEST VALUE, FIRM FIXED PRICE, INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT. THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE (SBSA).

FOLLOWING ARE THE DATES OF THE ORDERING PERIODS COVERED BY THIS SOLICITATION:

ORDERING PERIOD 1:	AWARD DATE - 30 SEPTEMBER 2001
ORDERING PERIOD 2:	1 OCTOBER 2001 - 30 SEPTEMBER 2002
ORDERING PERIOD 3:	1 OCTOBER 2002 - 30 SEPTEMBER 2003
ORDERING PERIOD 4:	1 OCTOBER 2003 - 30 SEPTEMBER 2004
ORDERING PERIOD 5:	1 OCTOBER 2004 - 30 SEPTEMBER 2005

2. THE GOVERNMENT'S PROJECTED BUY QUANTITIES, BY CLIN AND ORDERING PERIOD, AS SET FORTH IN THE FOLLOWING TABLE, REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND. THESE QUANTITIES MAY BE IMPACTED BY MANY UNFORSEEN FACTORS, INCLUDING MOBILIZATION REQUIREMENTS, BUDGETARY INFLUENCE,

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**Name of Offeror or Contractor:**

AND CHANGING TECHNOLOGIES.

CLIN 0001 SEAT ASSEMBLY NSN: 1015-01-217-3789 P/N: 12323633

ORDERING PERIOD	PROJECTED BUY
1	600
2	467
3	467
4	467
5	467

CLIN 0002 SEAT PAN ASSEMBLY NSN: 2540-01-186-2393 P/N: 12323637

ORDERING PERIOD	PROJECTED BUY
1	600
2	510
3	510
4	510
5	510

CLIN 0003 SEAT PAN ASSEMBLY NSN: 2540-01-317-0021 P/N: 12346124

ORDERING PERIOD	PROJECTED BUY
1	50
2	50
3	50
4	50
5	50

CLIN 0004 SUPPORT PLATFORM NSN: 5340-01-250-5972 P/N: 9377805

ORDERING PERIOD	PROJECTED BUY
1	36
2	24
3	24
4	24
5	24

3. CONTRACTORS SHOULD BE AWARE OF THE UNIQUE REQUIREMENTS OF THE SEAT CUSHION. THESE INCLUDE THE BASKET WEAVE PATTERN AS SHOWN IN ZONE B-6 OF DRAWING 12323637 AND THE FORMING OF THE SEAT COVER WHICH PROHIBITS THE MATERIAL FROM HAVING ANY FOLDS OR CREASES PER SPECIFICATION 01417-SC-X1502. THIS SEAT MUST SURVIVE A SEVERE ENVIRONMENT THAT INCLUDES USING THE SEAT AS A STEP WHEN ENTERING AND EXITING THE COMBAT VEHICLE.
4. ALL PRICES SHALL BE FOB DESTINATION TO NEW CUMBERLAND ARMY DEPOT AS SHOWN IN EXHIBIT A.
5. THE MINIMUM QUANTITY OF 600 EACH SEAT ASSEMBLY NSN: 1015-01-217-3789 IN ORDERING PERIOD 1 UNDER CLIN 0001 IS THE ONLY GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND REPRESENTS THE "MINIMUM QUANTITY" AS DEFINED BY AND REFERENCED IN FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT THE TIME OF AWARD. ALL OTHER QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
6. THE PROPOSED UNIT PRICES FOR EACH QUANTITY ORDER RANGE SHALL BE MARKED IN THE BOXES ON THE PRICE EVALUATION SPREADSHEET (EXHIBIT A). HOW THE GOVERNMENT INTENDS TO EVALUATE THE TOTAL PRICE IS EXPLAINED IN SECTION M OF THE SOLICITATION. PROPOSALS OFFERING PRICES FOR LESS THAN ALL FIVE PRICING PERIODS WILL NOT BE CONSIDERED.
7. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES AND SHIP TO ADDRESSES. DELIVERY WILL COMMENCE AT THE RATE OF APPROXIMATELY 50 UNITS PER MONTH, WITH THE EXCEPTION OF CLIN 0003 AND 0004 WHICH WILL SHIP AT AN APPROXIMATE RATE OF 25 UNITS PER MONTH, 150 DAYS AFTER AWARD OF THE DELIVERY ORDER.
8. THIS IS A BEST VALUE PROCUREMENT. AWARD WILL BE BASED ON EVALUATION OF PROPOSALS IN TWO AREAS: (1) PRICE AND (2) PAST PERFORMANCE. THE AREA OF PAST PERFORMANCE IS MORE IMPORTANT THAN THE AREA OF PRICE. YOUR ATTENTION IS DIRECTED TO SECTIONS L

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**Name of Offeror or Contractor:**

AND M OF THE SOLICITATION WHICH OUTLINE WHAT IS REQUIRED FROM OFFERORS AND PROVIDES AN EXPLANATION OF THE RATIONALE AND CRITERIA TO BE USED IN DETERMINING THE SUCCESSFUL CONTRACTOR UNDER THIS ACTION. FAILURE TO PROVIDE THE REQUIRED SUPPORTING DOCUMENTATION MAY RESULT IN YOUR OFFER BEING REJECTED.

\*\*\* END OF NARRATIVE A 001 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SEAT ASSEMBLY FSCM: 19200 PART NR: 12323633 SECURITY CLASS: Unclassified THIS IS A 5 YEAR "Indefinite Delivery Indefinite Quantity (IDIQ)" CONTRACT. THE EFFECTIVE DATE OF THIS CONTRACT IS FROM THE DATE OF AWARD TO 30 SEPTEMBER 2005.</p> <p>THE ORDERING PERIODS AND ESTIMATED QUANTITIES ARE SET FORTH IN SECTION A OF THIS CONTRACT.</p> <p>PRICING SHALL FOR THIS CLIN SHALL BE IN ACCORDANCE WITH EXHIBIT A (SEE SECTION J). PRICES SHOULD BE SHOWN ON THE PRICING ATTACHMENT AND <u>NOT</u> ON THIS PAGE.</p> <p>QUANTITIES TO BE ORDERED SHALL BE PROVIDED IN EACH INDIVIDUAL ORDER PLACED IN THIS "IDIQ" CONTRACT.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS CONTRACT:</p> <p>TACOM - RI</p> <p>AMSTA-LC-CAW-A ROCK ISLAND, IL 61299-7630</p> <p>PACKAGING SHALL BE IN ACCORDANCE WITH SECTION D REQUIREMENTS.</p> <p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p>			\$ _____	\$ _____
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p>			\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>NOUN: SEAT PAN ASSEMBLY FSCM: 19200 PART NR: 12323637 SECURITY CLASS: Unclassified THIS IS A 5 YEAR "Indefinite Delivery Indefinite Quantity (IDIQ)" CONTRACT. THE EFFECTIVE DATE OF THIS CONTRACT IS FROM THE DATE OF AWARD TO 30 SEPTEMBER 2005.</p> <p>THE ORDERING PERIODS AND ESTIMATED QUANTITIES ARE SET FORTH IN SECTION A OF THIS CONTRACT.</p> <p>PRICING SHALL FOR THIS CLIN SHALL BE IN ACCORDANCE WITH EXHIBIT A (SEE SECTION J). PRICES SHOULD BE SHOWN ON THE PRICING ATTACHMENT AND <u>NOT</u> ON THIS PAGE.</p> <p>QUANTITIES TO BE ORDERED SHALL BE PROVIDED IN EACH INDIVIDUAL ORDER PLACED IN THIS "IDIQ" CONTRACT.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS CONTRACT:</p> <p>TACOM - RI</p> <p>AMSTA-LC-CAW-A ROCK ISLAND, IL 61299-7630</p> <p>PACKAGING SHALL BE IN ACCORDANCE WITH SECTION D REQUIREMENTS.</p> <p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SEAT PAN ASSEMBLY FSCM: 19200 PART NR: 12346124 SECURITY CLASS: Unclassified THIS IS A 5 YEAR "Indefinite Delivery Indefinite Quantity (IDIQ)" CONTRACT. THE EFFECTIVE DATE OF THIS CONTRACT IS</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>FROM THE DATE OF AWARD TO 30 SEPTEMBER 2005.</p> <p>THE ORDERING PERIODS AND ESTIMATED QUANTITIES ARE SET FORTH IN SECTION A OF THIS CONTRACT.</p> <p>PRICING SHALL FOR THIS CLIN SHALL BE IN ACCORDANCE WITH EXHIBIT B (SEE SECTION J). PRICES SHOULD BE SHOWN ON THE PRICING ATTACHMENT AND <u>NOT</u> ON THIS PAGE.</p> <p>QUANTITIES TO BE ORDERED SHALL BE PROVIDED IN EACH INDIVIDUAL ORDER PLACED IN THIS "IDIQ" CONTRACT.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS CONTRACT:</p> <p>TACOM - RI</p> <p>AMSTA-LC-CAW-A ROCK ISLAND, IL 61299-7630</p> <p>PACKAGING SHALL BE IN ACCORDANCE WITH SECTION D REQUIREMENTS.</p> <p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SUPPORT PLATFORM FSCM: 19200 PART NR: 9377805 SECURITY CLASS: Unclassified THIS IS A 5 YEAR "Indefinite Delivery Indefinite Quantity (IDIQ)" CONTRACT. THE EFFECTIVE DATE OF THIS CONTRACT IS FROM THE DATE OF AWARD TO 30 SEPTEMBER 2005.</p> <p>THE ORDERING PERIODS AND ESTIMATED QUANTITIES ARE SET FORTH IN SECTION A OF THIS CONTRACT.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>PRICING SHALL FOR THIS CLIN SHALL BE IN ACCORDANCE WITH EXHIBIT B (SEE SECTION J). PRICES SHOULD BE SHOWN ON THE PRICING ATTACHMENT AND <u>NOT</u> ON THIS PAGE.</p> <p>QUANTITIES TO BE ORDERED SHALL BE PROVIDED IN EACH INDIVIDUAL ORDER PLACED IN THIS "IDIQ" CONTRACT.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS CONTRACT:</p> <p>TACOM - RI</p> <p>AMSTA-LC-CAW-A ROCK ISLAND, IL 61299-7630</p> <p>PACKAGING SHALL BE IN ACCORDANCE WITH SECTION D REQUIREMENTS.</p> <p>DELIVERY SCHEDULE DATE WILL BE STATED IN EACH INDIVIDUAL ORDER. DELIVERIES WILL COMMENCE 150 DAYS AFTER AWARD OF THE ORDER. THE DELIVERY WILL BE AT AN APPROXIMATE RATE OF 50 UNITS PER MONTH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL #1 (SEAT ASSEMBLY: 12323633), TDPL #2 (SEAT CUSHION: 12323637), TDPL #3 : 12346124, OR TDPL #4 (SUPPORT PLATFORM: 9377805) with revisions in effect as of #1 1995DEC18, #2 2000FEB24, #3 1996AUG06, #4 2000APR18 (except as follows):

Applies to Item #1 P/N 12323633 Seat Assembly:

DOCUMENT	ADD	DELETE	REPLACE WITH
SPI-12323633	-	ORIG	A
H8T2026	NOR12344343	-	-

Applies to Item #2 P/N 12323637 Seat Cushion:

DOCUMENT	DELETE	REPLACE WITH
SPI-12323637	MIL-P-116	MIL-STD-2073-1C
SPI-12323637	MIL-STD-1190	ASTM D3951
SPI-12323637	PPP-P-291	PPP-C-795

The specific change action and effective date of specifications and standard which are "Not Furnished" within this TDPL shall be as specified in the latest DOD Index of Specification and Standard (DODISS), or by the commercial publisher, in effect as of the date of this TDPL.

Applies to Item #3 P/N 12346124 Seat Cushion:

DOCUMENT	ADD	DELETE	REPLACE WITH
PD12346124	-	ORIG	A

Applies to Item #4 P/N 9377805 Support Platform:

DOCUMENT	DELETE	REPLACE WITH
SPI-9377805	MIL-P-116	MIL-STD-2073-1
SPI-9377805	MIL-P-14232	MIL-STD-2073-1
SPI-9377805	VV-L-800	MIL-PRF-3150
SPI-9377805	PPP-F-320	ASTM D4727
SPI-9377805	PPP-B-636	ASTM D5118/ASTM D1974
SPI-9377805	PPP-T-42	A-A-883
SPI-9377805	PPP-T-60	X
NO EXCEPTIONS		
QAR 934477805	AQLS	MIL-STD-1916 VL IV for MAJOR & VL II

Name of Offeror or Contractor:

for MINOJR characteristics

For QAR 9377805 Pg. 1, PART I under SPECS. add MIL-W-63150  
Pg. 2, PART II, TABLE I for MINOR 203 change as follows:

FROM: 1/2-20 NF-2B THREADED	D6	GO PLAIN PLLUG GAGE
HOLE		Not GO THREAD PLUG GAGE
TO: 1/2-20 NF-2B THREADED	D6	
HOLE		
PITCH DIAMETER		SMTE
MINOR DIAMETER		SMTE

Pg. 3 PART II, TABLE I for MINOR 206 change as follows:

FROM: 3/8-UNC-2B THREAD	H6	GO PLAIN PLUG GAGE
TO: 3/8-UNC-2B THREAD	H6	
PITCH DIAMETER		SMTE
MINOR DIAMETER		SMTE

Add MINOR 216 as follows:

216 WORKMANSHIP (SEE MILW-63150)	VISUAL
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Pg. 5, PART II, TABLE I, under PART III delete (STA FORM 4452 PARA. 3.5 APPLIES) and add: The certification provisions of MIL-W-63150 for Certification of Conformance (COC) and Certified Test Reports (CTR) shall apply for the following:  
Under CERTIFICATION METHOD delete (3.5.2), (3.5.3) & (3.5.4) where applicable.

(CS6100)

C-252.248-4502CONFIGURATION MANAGEMENT DATA INTERFACESMAR/1999TACOM-RI

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package:001  
Quantity of Unit Packages Per Intermediate Container: N/A

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost compartment of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

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**Name of Offeror or Contractor:**

marked in accordance with MIL-STD-129, Revision N, Date 1997MAY15, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: The following CLINs shall be packaged as specified above:

- CLIN 0001
- CLIN 0002
- CLIN 0003
- CLIN 0004

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0169 <b>MOD/AMD</b>	<b>Page 16 of 41</b>
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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) ANSI/ASQ Q9003
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)



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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
  - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
  - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.
- (End of Clause)

(FS7240)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are woodstockr@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-4237, ATTN: ROCK WOODSTOCK and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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**Name of Offeror or Contractor:**

H-5                      52.247-4545                      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION                      MAY/1993  
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-11	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-13	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-15	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-16	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-19	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-20	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-21	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-22	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-24	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-29	52.232-17	INTEREST	JUN/1996
I-30	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-31	52.232-25	PROMPT PAYMENT	JUN/1997
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-33	52.233-1	DISPUTES	JAN/1999
I-34	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-35	52.242-13	BANKRUPTCY	JUL/1995
I-36	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-37	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-39	52.248-1	VALUE ENGINEERING	FEB/2000
I-40	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-41	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-42	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-43	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-44	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		

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Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
I-45	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-46	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-47	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-48	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-49	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-50	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-51	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-52	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-53	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-54	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-55	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-56	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD through THE EFFECTIVE PERIOD OF THIS CONTRACT FOR CLINs 0001, 0002, 0003, & 0004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-57	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 for CLIN 0001, 10 for CLIN 0002, 25 for CLIN 0003, and 10 for CLIN 0004, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of the MAXIMUM QUANTITY RANGE OF 1,000 FOR CLIN 0001, 1,000 FOR CLIN 0002, 100 FOR CLIN 0003, AND 50 FOR CLIN 0004 AS SHOWN ON THE PRICE EVALUATION SPREADSHEET (EXHIBIT A).
  - (2) Any order for a combination of items in excess of THE MAXIMUM QUANTITY FOR EACH ITEM TOGETHER OR A TOTAL OF 2,150 AS SHOWN IN (1) ABOVE; or
  - (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-58                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2005SEP30 .

(End of clause)

(IF6036)

I-59                      52.202-1                      DEFINITIONS                      OCT/1995

(a) 'Head of the agency' (also called                      agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental

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function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) 'Contracting Officer' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term 'subcontracts' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-60	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law

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or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-61                      52.203-7                      ANTI-KICKBACK PROCEDURES                      JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.



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(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-62	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-63	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-64	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

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(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-65      52.223-14      DELETED 20 SEP 00 AND REPLACED BY IF0179      OCT/1995  
DELETED 20 SEP 00 AND REPLACED BY IF0179

I-66      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS      OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-67      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-68      252.243-7000      ENGINEERING CHANGE PROPOSALS      SEP/1999  
DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

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(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price, or a ''not less than'' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST (SEAT ASSEMBLY P/N: 12323633)		002	DATA
Attachment 002	DOCUMENT SUMMARY LIST (SEAT PAN ASSEMBLY P/N: 12323637)		001	DATA
Attachment 003	DOCUMENT SUMMARY LIST (SEAT PAN ASSEMBLY P/N: 12346124)		002	DATA
Attachment 004	DOCUMENT SUMMARY LIST (SUPPORT PLATFORM P/N: 9377805)		001	DATA
Attachment 005	DATA ITEM DESCRIPTION OT-92-12002	18-NOV-91	001	DATA
Attachment 006	LIST OF ADDRESSES		001	DATA
Attachment 007	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/RFW/VECP		001	DATA
Exhibit A	PRICE/QUANTITY MATRIX		001	DATA
Exhibit B	RESERVED			
Exhibit C	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 (SEAT ASSEMBLY P/N: 12323633)	12-DEC-98	002	DATA
Exhibit D	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 (SEAT PAN ASSEMBLY P/N: 12323637)	16-MAR-00	001	DATA
Exhibit E	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 (SEAT PAN ASSEMBLY P/N: 12346124)	05-NOV-97	002	DATA
Exhibit F	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 (SUPPORT PLATFORM P/N: 9377805)	07-JUN-00	001	DATA

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	52.219-1	DELETED 20 SEP 00 AND REPLACED BY KF6012	NOV/1999
	(a)(1)	The standard industrial classification (SIC) code for this acquisition is 3499.	
	(2)	The small business size standard is 500.	
	(3)	The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	
	(b)	Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.	
	(2)	(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.	
	(3)	(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.	
	(4)	(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -	
	(i)	it ____is ____is not	
		a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and	
	(ii)	it ____is ____is not	
		a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:	
		_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.	
	(5)	(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:	

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- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

- K-6                    52.203-2                    CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                    APR/1985
- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

Name of Offeror or Contractor:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.


(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0169      <b>MOD/AMD</b></p>	<p align="center"><b>Page 32 of 41</b></p>
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**Name of Offeror or Contractor:**

(KF7003)

K-8	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	MAR/1996
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )  
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),  
within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( )  
are not ( )  
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),  
within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).  
certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-9	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

( ) intends,  
( ) does not intend



Name of Offeror or Contractor:

(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(End of provision)

(KF7023)

K-10	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-11	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it  
( ) has developed and has on file,  
( ) has not developed and does not have on file,  
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

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<b>Name of Offeror or Contractor:</b>		

K-12                    252.209-7003                    COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS                    MAR/1998  
DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-13                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0169 <b>MOD/AMD</b>	<b>Page 35 of 41</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE I	OCT/1997
L-2	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DX rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-5	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-6	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, AMSTA-LC-CAW-A, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-7	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-8                    52.215-4510                    ELECTRONIC BIDS/OFFERS                    AUG/1999  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

L-9                    52.215-4511                    ELECTRONIC AWARD NOTICE                    APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

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(End of provision)

(LS7012)

L-10                    52.246-4051                    OFFEROR'S QUALITY ASSURANCE SYSTEM                    FEB/1998  
TACOM-RI

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM-RI to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system your will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ Q9001, Q9002, OR Q9003, this is sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you do not need to send us a copy of the standard: just identify in Section E of your offer which which standard you intend to use.)

- (3) If you provide a description of your quality system, make sure that your description covers how your system:
- achieves defect prevention, and
  - provides process control, and
  - ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM-RI solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(End of Provision)

(LS7443)

#### SECTION L

##### L.1 PROPOSAL INSTRUCTIONS

##### L.1.1 PRICE

The Offeror shall enter firm fixed unit prices for each quantity range, and each ordering period on the Pricing Evaluation Spreadsheet in Exhibit A. All unit prices will be binding. The Government reserves the right to require submission of any information necessary to validate the reasonableness and realism of an offer.

##### L.2.1 PAST PERFORMANCE

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**Name of Offeror or Contractor:**

L.2.1.1.1 Element 1, Past Performance:

The offeror shall detail and describe his quality and delivery performance on prior Government or commercial contracts during the last three years, which are the same, or similar to the effort required on this solicitation. The term "similar" is defined as a contract over \$50,000 for manufacturing and assembly of vehicle seats and seat components that incorporate seat cushions using heavy-duty vinyl material with a molded pattern and the forming of the seat cover which prohibits the material from having any folds or creases.

- a. An offeror's experience, producing seat assemblies and seat components for armored military vehicles, is considered to have greater relevancy than non-military applications or efforts.
- b. The offeror shall identify no more than 10 prime contracts and major subcontracts for similar items as defined above. Both Government and Commercial contract description shall include the information requested below in the following format:
  1. Identify in specific detail for each contract listed, why or how you consider the effort relevant or similar to the effort required by this solicitation. This would include identifying a commercial customer and any additional information required to evaluate the offeror's commercial work.
  2. Your (and your subcontractor's) CAGE & CEC (DUNNS) Number.
  3. Government or commercial contracting activity address and telephone number.
  4. Procuring Contracting Officer's (PCO's) name and telephone number if Government Contract.
  5. Government or commercial contract administration activity and the name and telephone number of the Administrative Contracting Officer (ACO) if Government Contract.
  6. Contract number.
  7. Contract award date.
  8. Contract type.
  9. Final or projected final price/cost.
  10. Original delivery schedule.
  11. Final or projected final delivery schedules.
  12. A narrative explanation on each previous contract listed describing the objectives achieved and any schedule delays encountered. For any government contracts which did not/do not meet original requirement with regard to either schedule or technical performance, a brief explanation of the reason(s) for such shortcomings and demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letter received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor.
  13. The offeror shall also provide the above required information for any and all contracts it has had terminated for default in whole or in part, during the past 3 years, to include those currently in the process of such termination as well as those which are NOT similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.
  14. If the offeror intends to subcontract a major portion of the requirements of the solicitation, the offeror shall identify the proposed subcontractors and provide adequate information as to allow the Government to perform an evaluation of the subcontractors' capabilities and ability to perform the required tasks.
  15. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.

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NOTE: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate offeror past performance. Since the Government may not necessarily interview all sources provided by the offerors, it is incumbent upon the offer to explain the relevance of data provided. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or high risk rating by the Government.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD  
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:  
<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

SECTION M

M.1 BASIS FOR AWARD

Selection of an offeror for award will be based on an evaluation of proposals in two Areas: (1) Price and (2) Past Performance. Each area is separately described below. The Past Performance Area will not be numerically scored but, rather, will be rated in an adjectival and narrative manner. The award of a Contract will be made to that offeror whose proposal offers the best value to the Government based on an integrated assessment of Price and Past Performance; consequently, the government may award to other than the low offeror. The Area of Past Performance is more important than the Area of Price. Any proposal, which is unrealistically high or low in price, may be deemed indicative of a failure to comprehend the Government's requirements and may be rejected for such a reason. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in the exclusion of the offeror from further consideration.

Price. The offeror shall be evaluated based on the proposal's total overall evaluated price to the Government. The proposed contract price will also be evaluated for reasonableness. Reasonableness means that the cost does not exceed what would be incurred by a prudent business person in the conduct of competitive business.

Past Performance. Past Performance is an important consideration in the award decision; however, price may be controlling where an overall higher evaluated proposal is unaffordable. Similarly, the closer the ratings in the past performance/small business utilization area are between offerors, the more significant price becomes.

M.2 PRICE AREA

- M.2.1
- a. Proposed unit prices for each quantity range will be multiplied by the assigned weight for that range (the "weight" is the most current assessment of the likelihood, expressed as a percentage, that the actual order quantity will fall within that range). The weighted prices for each range will be added together resulting in a single weighted unit price for that ordering period. The weighted unit price will then be multiplied by the estimated quantity to be ordered in that Ordering Period, resulting in an evaluated ordering period price. The evaluated ordering period prices will be added together resulting in the total evaluated price.

EXAMPLE								
Qty Range	Weight (%) (X)	Proposed Unit Price (=)	Weighted Price	Est. Qty	Evaluated Price			
5 to 25	25%	\$ 15.25	\$3.82					
26 to 75	45%	\$ 15.00	\$6.75					
76 to 110	30%	\$ 14.50	<u>\$4.35</u>					
Weighted Unit Price			\$14.92	(X)	52	(=)	\$775.84	

- This solicitation requires that the offeror provide prices for varying quantity ranges for each Ordering Period. Should the offeror fail to provide prices for every range, the Government will evaluate the offer by using the lowest proposed price for the Ordering Period.
- b. Evaluation of proposed prices shall include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what an ordinary, prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives?" An unrealistic or excessive price may preclude an offeror from award.
- c. Price shall not receive an adjective rating. The price evaluator(s) shall write a narrative, expressing in percentages the difference between total evaluated prices, highlighting any unusual and unexplained price variance (for the total or any individual year), which may suggest the possibility of a mistake or misunderstanding by an offeror. Any indication of unreasonable or unrealistic pricing will also be identified.



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M.3 PAST PERFORMANCE AREA

M3.1 Past Performance: The government will conduct a performance risk assessment based upon the quality of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Consideration will be given to the degree to which the offeror has met quality and delivery objectives on contracts (within the past three years) for similar, related efforts. On-time deliveries and Quality will be the factors evaluated under Past Performance and both are of equal importance. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the selection process. Therefore, offeror's are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant data extrinsic to the proposal which is otherwise available to the government. This information will then be assessed along with the offeror's proposal to determine the performance risk. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. An offeror's experience, producing seat assemblies and seat components for armored military vehicles, will be considered to have greater relevancy than non-military applications or efforts.

M.4 EVALUATION CRITERIA/STANDARDS FOR RATING

M.4.1 Past Performance: During the best value source selection process, the Government will assess the relative performance risks associated with each offeror and proposal. The Past Performance assessment will evaluate the risk of successful quality and schedule performance.

Performance Risk: Performance risks are those risks associated with an offeror's likelihood of success in performing the solicitation's requirements indicated by that offeror's record of past performance. Past performance will be adjectivally/narratively assessed with a risk rating applied to each offeror as follows:

- a.               Excellent/Very Low Risk: Essentially no doubt exists that the offeror will successfully perform the required effort based on its past performance record.
- b.               Good/Low Risk: Little doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- c.               Adequate/Moderate Risk: Some doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- d.               Marginal/High Risk: Substantial doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- e.               Poor/Very High Risk: Extremely doubtful that the offeror will successfully perform the required effort based on its past performance record.
- f.               Unknown/Unknown Risk: No meaningfully relevant record of past performance.

The Government will conduct a performance risk assessment based on the quality and schedule performance of the offeror's and significant Subcontractor's past performance as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror as it relates to solicitation requirements, including quality and contract schedules.

A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under an element may result in an overall high performance risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposals. The lack of a meaningful relevant past performance record may result in an unknown performance risk rating.

\*\*\* END OF NARRATIVE M 001 \*\*\*